## **EXHIBIT 8**

## Case 1:18-cv-09936-LGS-SLC Document 85-8 Filed 02/21/19 Page 2 of 3 ACN Opportunity, LLC 1000 Progress Place Concord, NC 28025-2449 Phone: 704-260-3622 Fax: 704-260-3622 MANN Achiev com Date Date Date Date Date



## INDEPENDENT BUSINESS OWNER AGREEMENT

| Only | Office Use<br>Only | Data Entry | Date |
|------|--------------------|------------|------|
|------|--------------------|------------|------|

| www.acninc.com   |                                 |  |                                    |  |  |  |
|--|---------------------------------|--|------------------------------------|--|--|--|
| PLEASE TYPE OR PRINT CLEARLY   | (Circle One):                   | Individual   | Company                            |  |  |  |
| APPLICANT INFORMATION LIST NAME OR COMPANY, NOT BOTH.  |                                 |  |                                    |  |  |  |
|  |                                 | on the state of th | District of Assiltant              |  |  |  |
| Last Name First Name Middle Initial  | Home Telephone (with area       | code) Social Security #  | Birth date of Applicant            |  |  |  |
|  |                                 |  |                                    |  |  |  |
| Company Name (Proof of Company Name, Business Tax ID # or Employer ID # required)  | Cellular Telephone (with ar     | ea code) Federal Tax I.D.# (if applicable)   | Birth date of Principal            |  |  |  |
|  |                                 |  |                                    |  |  |  |
| AA-P A.I.I.  | 6                               | 6  | 71. 6. 4.                          |  |  |  |
| Mailing Address  | City                            | State  | Zip Code                           |  |  |  |
|  |                                 |  |                                    |  |  |  |
| Email Address  |                                 |  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |
| SPONSOR INFORMATION  |                                 |  |                                    |  |  |  |
| Last Name First Name Middle Initial  | Telephone (with area code)      |  | Business ID                        |  |  |  |
|  |                                 |  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |
| US TERMS AND CONDITIONS  |                                 |  |                                    |  |  |  |
| I acknowledge that I have received and reviewed the ACN Independent Business Ow  | ner Agreement, including th     | ese US Terms and Conditions and the ACN  | Policies and Procedures and the    |  |  |  |
| ACN Compensation Plan, which are hereby incorporated into and made part of this A  |                                 |  |                                    |  |  |  |
| below, I agree to comply with, and be bound by, the terms and conditions set forth i   |                                 |  |                                    |  |  |  |
| me and ACN Opportunity, LLC, a North Carolina limited liability company, only upon address I submit with this Agreement, Lunderstand that ACN has the right to accept  |                                 |  |                                    |  |  |  |
| address I submit with this Agreement. I understand that ACN has the right to accept or reject my application to become an Independent Business Owner ("IBO") in its sole discretion. For purposes of this Agreement, ACN Opportunity, LLC is referred to as "ACN". ACN and its parents, subsidiaries and affiliates may be referred to herein collectively as the "ACN Companies"                    |                                 |  |                                    |  |  |  |
| or each individually as an "ACN Company". I understand that there is no requirement  | •                               | •  |                                    |  |  |  |
| purchase of sales or training materials or other services are required to become an IB   |                                 |  |                                    |  |  |  |
| advancement to higher qualification levels in the ACN Compensation Plan is based u   |                                 |  |                                    |  |  |  |
| offered by or through ACN ("ACN Products"), and that I am not obligated to purchase ACN's Compensation Plan, I will not receive any compensation whatsoever for the ac   |                                 | ·  |                                    |  |  |  |
| only to the extent of sales made by them to customers of ACN Products.   | it of sportsoring of recruiting | , and that I will be compensated based upo   | if the activities of other ibos    |  |  |  |
| 1. I, the undersigned applicant, represent that I am of legal age to enter into legally b  | inding agreements, and that     | the information submitted in connection v  | with my application to become      |  |  |  |
| an IBO is complete, true and correct. I agree to promptly notify ACN of any changes t  |                                 |  |                                    |  |  |  |
| company, partnership, trust or other entity, I represent that I have the authority to er   |                                 | r the entity, but nonetheless I agree that in  | addition to such entity, I will be |  |  |  |
| personally responsible for the performance of all the duties and obligations describe  | d in this Agreement.            | PLEASE SEE PAGE 2 FOR ADDITION   | NAL TERMS & CONDITIONS             |  |  |  |
| CANCELLATION   |                                 |  |                                    |  |  |  |
| CANCELLATION   |                                 |  |                                    |  |  |  |
| I may cancel this transaction, without penalty or obligation, for a full refund, if postm  |                                 |  |                                    |  |  |  |
| understand that if I cancel after the ten (10) day period, I am not entitled to a full refustate law, including the state of Georgia. If I cancel within the ten (10) business days I  |                                 |  |                                    |  |  |  |
| executed by me will be returned within fifteen (15) business days following receipt b  |                                 |  |                                    |  |  |  |
| by registered or certified mail return receipt requested, a written, signed, dated copy  |                                 |  |                                    |  |  |  |
| Research. Where applicable state law on cancellation is inconsistent with ACN policy, such state law shall be in force.  |                                 |  |                                    |  |  |  |
| ACCEPTANCE AND PAYMENT   |                                 |  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |
| \$499 TEAM TRAINER   |                                 |  |                                    |  |  |  |
| By signing below, I authorize ACN to charge the credit card listed below.  |                                 |  |                                    |  |  |  |
| Select payment method:  Personal Check (make payable to ACN)   | Cashier's Check $\square$ M     | oney Order 🔲 American Express, D   | iscover, Master Card or Visa       |  |  |  |
| Credit Card Account Number   | Expiration Date                 | , , , , , , , , ,  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |
| When you provide a check as payment, you authorize us either to use the informatio   |                                 |  |                                    |  |  |  |
| payment as a check transaction. When we use this information from your check to m<br>you make your payment, and you will not receive your check back from your financia  |                                 |  | , ,                                |  |  |  |
| may electronically debit your account for the principal amount of the check.   | in institution. In the event th | at your check is returned dripaid for insume   | cient of difeolected funds, we     |  |  |  |
| I verify that I have carefully reviewed and fully understand ACN's income opportunity  | nresentation materials whi      | ch can be found on The ACN Opportunity F   | Jual Disc or www acning com        |  |  |  |
| I acknowledge that ACN has a global commitment to integrity, and as an ACN Indepe  |                                 |  |                                    |  |  |  |
| business the right way.  |                                 | , co apriora and communic  |                                    |  |  |  |
| Yes, I want to become an Independent Business Owner Neither Linor my shouse/life part  | tner (unless they are my spons  | or), have had any other interest and/or benef  | fit in any other ACN IBO position  |  |  |  |
| Yes, I want to become an Independent Business Owner. Neither I, nor my spouse/life partner (unless they are my sponsor), have had any other interest and/or benefit in any other ACN IBO position within the 12 months prior to the effective date of this Agreement. I have read and agree to be bound by all of the terms and conditions of this Agreement, including the US Terms and Conditions, |                                 |  |                                    |  |  |  |
| the ACN Policies and Procedures, and the ACN Compensation Plan, all of which are incorporated into this Agreement and are available for me to review, store, or print at www. acninc.com   |                                 |  |                                    |  |  |  |
| ACCEPTED AND AGREED:   |                                 |  |                                    |  |  |  |
| Applicant's Signature Date   |                                 |  |                                    |  |  |  |
| July 11.5 to 1   |                                 |  |                                    |  |  |  |
| A - P  |                                 |  |                                    |  |  |  |
| Applicant's Printed Name   |                                 | Your Business ID number is:  |                                    |  |  |  |
|  |                                 |  |                                    |  |  |  |

- 2. Lagree to timely pay for any products, materials, services of other terms that I purchase from any ACN Company. Many and other products available In the event that I am delinquent with respect to such payments, I acknowledge that ACN may offset such debt from any commissions, bonuses, or other compensation earned through the ACN Compensation Plan, or any other monies owing to me ("ACN Payments").
- 3. I agree that as an IBO, I am an independent contractor responsible for my own business and not an agent, legal representative or employee of ACN or any carrier, supplier, service provider or other party with whom ACN  $transacts \ or \ contracts \ business \ ("ACN\ Providers").\ I \ acknowledge\ that\ my\ IBO\ relationship\ is\ with\ ACN\ Opportunity,$ LLC and not with any other ACN Company or ACN Provider. I understand that as an IBO, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement. I shall have no power or authority to bind ACN, either directly or indirectly, and I will not take any action inconsistent with this limit of authority, including representing in any manner that I am an agent, representative, legal representative or employee of ACN, any other ACN Company or any ACN Provider. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by ACN or any other ACN Company to its employees. I understand that I am solely responsible for remitting any taxes and obtaining any business licenses or insurance required by regulations or authorities to conduct my business. I acknowledge and agree that I will not be treated as or represent myself as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law.
- 4. I may terminate this Agreement for any reason, at any time, by giving ACN prior written notice at its address of record. ACN may terminate this Agreement pursuant to the ACN Policies and Procedures or in the event that I breach any part of this Agreement.
- 5. I acknowledge that as an IBO, I am not guaranteed any income nor am I assured any profits or success, and I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts as an IBO have been made by ACN or my sponsor. Similarly, I shall not represent directly or indirectly that any person may, can, or will earn any stated amount or that any IBOs are guaranteed success.
- 6. I understand that the ACN Products are offered in different markets on terms and at rates determined by ACN or ACN Providers, and that the markets where the products are offered and the terms and conditions or prices thereof may change from time to time without notice.
- 7. This Agreement shall become effective upon acceptance by ACN and continue for an initial term of one (1) year unless sooner terminated as permitted herein. My relationship with ACN may be extended for additional one year periods by my agreement to the then current ACN IBO US Terms and Conditions, and payment of ACN's annual renewal fee no later than 30 days after each Agreement anniversary date. The annual fee is for services provided by ACN which include but are not limited to tracking of personal customers, tracking of downline IBOs and support services, including but not limited to hosting of an IBO's acndirect website, materials and training information on the IBO Back Office, and access to the IBO support call center. I understand that failure to renew within the specified time frame shall result in termination of this Agreement and my relationship with ACN and deactivation of my IBO position, and shall result in the forfeiture of bonuses, commissions or other payments from ACN. However, those rights and obligations which by their nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, nonsolicitation, confidentiality, and account maintenance fees.
- 8. I understand that there is a fee to process all ACN Payments. I agree that any payments made to me by ACN that remain unclaimed by me after six (6) months shall be held in an account that is subject to an account maintenance fee of \$10 per month (the "Account Maintenance Fee") which shall be deducted by ACN monthly. If there are insufficient funds owed me from which to deduct the monthly Account Maintenance Fee when due, and I do not otherwise pay the Account Maintenance Fee, then the Account Maintenance Fee shall be prorated to reflect the amount of funds remaining and the account shall remain open for an equally prorated amount of time. When no unclaimed amounts are owed to me by ACN the account shall be closed. I further acknowledge that unclaimed amounts owed to me may be subject to applicable escheat laws which may require ACN to deliver unclaimed funds to the state.
- 9. In the process of selling or otherwise promoting the ACN Products, I agree that I will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the ACN Products or about the various relationships between ACN, the ACN Provider(s) and me.
- 10. I understand that during any investigation by ACN with respect to my breach of this Agreement or my conduct as an IBO, my IBO position status may be suspended by ACN and any ACN Payments which may be otherwise owing to me shall be held until final resolution has been achieved. I acknowledge that in the event ACN determines that I have violated this Agreement, including the ACN Policies and Procedures or the ACN Compensation Plan, ACN may terminate this Agreement and deactivate my IBO position, in which event I will not be entitled to any ACN Payments or further commissions or compensation of any kind.
- 11. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products marketed by ACN and/or the ACN Provider(s), including but not limited to, all applicable anti-spam legislation and obtaining and maintaining any and all permits and licenses required to perform under this Agreement and I understand that I will be personally liable for any fines and other expenses incurred by ACN, any ACN Company or any ACN Provider as a result of any failure to do so. I specifically represent and warrant that I shall not engage in the slamming of a customer.
- 12. IN NO EVENT WILL ACN, ANY OTHER ACN COMPANY OR ANY OTHER ACN PROVIDER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF ACN, ANY ACN COMPANY OR ANY ACN PROVIDER, OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY ACN, ANY ACN COMPANY, OR ANY ACN PROVIDER, EVEN IF ACN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. OTHER THAN THE RETURN RIGHTS DESCRIBED HEREIN, ACN, THE OTHER ACN COMPANIES AND ACN PROVIDERS MAKE NO EXPRESS WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACN, ANY ACN COMPANY, ANY ACN PROVIDER, OR THEIR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.

- for my use in conducting my business as an IBO. I, however, am under no obligation to purchase any quantities of those materials or services at any time. Rather, I will have the option to order and purchase any materials or services which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will be responsible for the cost of shipping said materials to ACN.
- 15. I acknowledge that I have the right to sign up as many personal customers as I wish. For each personal customer signed, I will be eligible to receive a commission from my personal customers' usage payments for ACN Products and from usage payments from personal customers in my network of IBOs in accord with the currently valid ACN Compensation Plan. I understand that eligibility to receive ACN Payments is conditioned upon being an active IBO with a valid Agreement in effect on the date such compensation is scheduled to be paid. ACN reserves the right to vary or change eligibility as set out in the ACN Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the ACN Compensation Plan. I agree that as an ACN IBO, I shall place primary emphasis upon the sale of ACN Products to customers. Under certain circumstances, commission rates may be adjusted for promotional products or negotiated pricing.
- 16. I agree to indemnify and hold ACN, the other ACN Companies, the ACN Providers and their respective shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions in connection with this Agreement. In the event of a dispute between me and ACN as to our respective rights, duties and obligations arising out of or relating to this Agreement, it is agreed that such disputes shall be exclusively resolved through binding arbitration before the American Arbitration Association pursuant to the Commercial Rules of Arbitration. The arbitration shall be held in Charlotte, North Carolina before a panel of three arbitrators, each side choosing one and then the two choosing the third. All claims hereunder must be brought within two (2) years of the date on which the facts or circumstances giving rise to the claim are alleged to have happened. The laws of the state of North Carolina will apply to the resolution of the dispute unless otherwise agreed in writing. The award of the arbitrator shall be final and may be entered in any court of competent jurisdiction. This provision shall not restrict ACN from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.
- 17. I acknowledge that ACN fully reserves its right to amend this Agreement at any time by notifying me of the changes, including by posting the revisions on the ACN website (www.acninc.com). Any changes to this Agreement made by ACN may apply: (1) upon the date of execution or posting of the amended Agreement on the ACN website, or (2) prospectively to some specified date in the amendment. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively. This Agreement, including the US Terms and Conditions, the ACN Policies and Procedures and the ACN Compensation Plan which have been incorporated herein by reference, constitutes the entire agreement between the parties hereto and shall not be modified or amended except as described herein. In the event of a conflict between the US Terms and Conditions and the ACN Policies and Procedures or the ACN Compensation Plan, the US Terms and Conditions shall control. For purposes of this Agreement, my address as submitted by me with this Agreement shall be deemed to be my correct address unless and until notification of a change of address is provided by me to ACN.
- 18. This Agreement shall be governed by the laws of the state of North Carolina. I understand that I may not assign this Agreement without the prior written consent of ACN, which may be withheld, conditioned, or delayed in ACN's sole discretion. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.
- 19. I acknowledge that I may receive proprietary and confidential data or information of ACN and/or ACN Provider(s) which is not publicly known or available to the competitors of ACN or ACN Providers, including but not limited to information about ACN Products, customers, and IBOs ("Confidential Information"), and I agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by ACN in writing. I represent and warrant that I will comply with all ACN policies and procedures relating to confidential and proprietary information, and I agree that all prohibitions against disclosure of Confidential Information shall survive the termination of this Agreement.
- 20. During the term of this Agreement, I agree that I shall not, directly or indirectly, sell or solicit customers for products offered by or through ACN through any person or entity other than that specifically designated or approved in writing by ACN. I agree that I shall not, during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of ACN, any other ACN Company or any ACN Provider, whether or not I originally procured or brought such customer to ACN, any other ACN Company or ACN Provider (such activities are collectively referred to and included herein as 'solicitation'). All customers solicited by an IBO on behalf of ACN, any other ACN Company or ACN Providers are deemed to be customers of ACN, the other ACN Company or the ACN Provider (as applicable) and not of the IBO. I understand that such non solicitation prohibition shall be strictly enforced and that each other ACN Company and each ACN Provider shall be a third party beneficiary of this prohibition. Further, during the term of the Agreement and for a period of one (1) year thereafter, I may not enter into a direct marketing relationship with any ACN Provider. During the term of this Agreement and for a period of one (1) year thereafter, I shall not solicit an ACN Company IBO, whether active, inactive, individual or entity, to participate in a network marketing program offered by any other company. Each ACN Company shall be a third party beneficiary of this prohibition. Without limiting in any way ACN's or any other ACN Company's right to pursue all rights and remedies available to it, violation of this covenant and condition will result in, but is not limited to, forfeiture of all rights in any IBO position and ACN Payments, including all current and future commissions, bonuses and payments of any kind.